

DATE 06th August 2020

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) MAYBUSH DEVELOPMENTS LTD

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land/Buildings at 22 Stoke Street
and land to the rear of 14-22 Stoke Street Ipswich

Legal Services
Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE
IP0007.543

THIS DEED OF AGREEMENT is made the 06th day of August 2020

BETWEEN:

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**"); and
3. **MAYBUSH DEVELOPMENTS LTD** (Co. Regn. No 05092994) whose registered office is at C/O Haslers, Old Station Road, Loughton, Essex IP10 4PL (hereinafter called "**the Owner**")

RECITALS

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an Authority who may enforce the planning obligations herein.
- (B) The County Council is the county planning authority and is also a local highway authority for the purposes of the Highways Act 1980 a local education authority under the relevant enactment and local library authority and by whom the obligations contained in this Deed are enforceable.
- (C) Part of the Property comprises land registered at HM Land Registry under title number SK261341 and part of the property is occupied by the Owner by means of adverse possession
- (D) The Owner is the freehold owner of part of the Property free from encumbrances and is in control of that part of the Property which is unregistered at HM Land Registry.
- (E) The Owner has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (F) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (G) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

OPERATIVE PROVISIONS

- 1 The following expressions shall have the meanings hereby respectively assigned to them:-

General Definitions

“the 1990 Act”	means the Town and Country Planning Act 1990 as amended
“Additional Pathway”	Means that pathway to be created as a footpath link along the riverfront and situated within the Development and the Adjacent Development
“Adjacent Development”	means a development that includes the Additional Pathway to the west of the Amenity Space and a development that includes the Additional Pathway to the east of the Amenity Space both of which being on land allocated for development within the Ipswich Site Allocations and Policies DPD Review (2017) Site Refer IP031.
“Affordable Housing Unit”	Means a house that is affordable to those people who cannot afford to rent or buy housing generally available on the open market
“Affordable Housing Contribution”	means a commuted sum calculated in accordance with the terms of this Agreement not exceeding £250,000 (two hundred and fifty thousand pounds) to cover the cost of providing no less than 5 Affordable Housing Units based on the BCIS Index (median figure) for mixed housing developments in Ipswich which shall be used for the purpose of delivering Affordable Housing within the Borough of Ipswich
“Amenity Space”	means the amenity land and pathway to be provided as part of the Development on the land edged blue on Plan to provide amenity land with landscaping and street furniture
“the Application”	means the planning application given reference IP/19/00369/FUL submitted by the Owner and registered by the Borough

	Council on 15 th April 2019
“Benchmark Land Value”	means the value of the Property at the date of the Updated Viability Assessment based on the formula set out in the Original Viability Assessment
“BCIS Index”	means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Borough Council County Council and the Owner
“BCIS Indexed”	the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 34 of this Deed.
“Commencement Date”	<p>means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this agreement:-</p> <ul style="list-style-type: none"> a) the demolition of any existing buildings or structures b) site investigations or surveys c) site clearance d) archaeological investigations e) investigations for the purpose of assessing ground conditions f) remedial work in respect of any contamination or other adverse ground conditions g) diversion and laying of services h) erection of any temporary means of enclosure

	<p>i) the temporary display of site notices or advertisements</p> <p>and the terms “Commencement” “Commenced” and “Commences” shall be construed accordingly</p>
“Completed”	means the completion of the sale of the final Dwelling on the Property and “Complete” and “Completed” shall be construed accordingly
“Completion Date”	means the date on which all Market Dwellings have been Completed
“the Councils”	means the Borough Council and the County Council
“Deed”	means this Deed of Agreement
“Development”	means the Development permitted under the Permission
“Dwelling”	means a dwelling forming part of the Development to be constructed in accordance with the Permission
“External Consultant”	means the external consultant appointed by the Borough Council to independently assess the Updated Viability Assessment
“Financial Contributions”	means any or all of the following financial contributions defined in the Deed; Early Years Contribution; Primary Education Contribution; Highways Contribution; Library Contribution; and Recreational Avoidance and Mitigation Strategy Contribution
“Late Payment Interest”	means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England
“Maintenance Charge”	means the sum of Eighteen Thousand Eight Hundred and Ninety Nine Pounds (£18,899) towards the maintenance costs for the Borough Council to maintain the Amenity Space BCIS Indexed
“Market Dwellings”	means a Dwelling other than an Affordable Housing Unit constructed to the Permission
“the Obligations”	means the obligations provisions requirements conditions or other burdens set out in this Deed

“Occupation”	means occupation for the purpose permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly
“Original Viability Assessment”	means the original viability assessment produced by S106 Affordable Housing dated 25 th April 2019 and submitted by the Owner to the Borough Council as part of the Application.
“the Permission”	means the planning permission granted pursuant to the Application in the form annexed to this Deed
“the Plan”	means the plan annexed at the First Schedule hereto and marked “Plan”
“POS Contribution”	means a sum calculated in accordance with the terms of this Agreement not exceeding £240,414 for the provision and maintenance of play areas, youth areas, amenity land, sports land, natural land, parks and gardens within the Borough in the vicinity of the application site.
“the Property”	means the Land/Buildings at 22 Stoke Street and land to the rear of 14-22 Stoke Street Ipswich in the County of Suffolk shown edged red on the Plan
“Updated Viability Assessment”	means an update to the Original Viability Assessment and to be in exactly the same terms as the Original Viability Assessment the of which is to assess the financial viability of the Development to ascertain whether the Benchmark Land value has been exceeded by 20% or more and whether there will be a requirement to provide the Affordable Housing Contribution and the POS Contribution
“Working Days”	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England

Financial Contributions

Early Years contribution	Means the sum of £24,999 (twenty four thousand nine hundred and ninety nine pounds) BICS Indexed
Primary Education Contribution	Means the sum of £48,724.00 (forty eight thousand seven hundred and twenty four pounds) BICS Indexed
Highways Contribution	Means the sum of £11,500 (eleven thousand five hundred pounds) BICS Indexed
Library Contribution	Means the sum of £496 (four hundred and ninety six pounds) BICS Indexed
Recreational Avoidance Mitigation Strategy Contribution	Means the sum of £3778.59 (three thousand seven hundred and seventy eight pounds and fifty nine pence) BCIS Indexed

- 2 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed.
- 3 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 4 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 5 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that enactment regulation or order or deriving validity from it.
- 6 References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.
- 7 Reference in this Deed to the Owner shall include successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.

- 8 Headings in this Deed are not intended to be taken into account in its construction or interpretation
- 9 "Including" means "including, without limitation".
- 10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
- 11 Where more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

STATUTORY PROVISIONS AND COVENANTS

- 12 This Deed is made in pursuance of:-

Section 106 of the 1990 Act

Section 111 of the Local Government Act 1971

Section 1 of the Localism Act 2011

and all other enabling legislation.

- 13 The obligations created in the Second Schedule and the Third Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.
- 14 Insofar as any of the covenants contained in this Agreement are not planning obligations within section 106 of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 15 This Deed is conditional upon:
- (i) the grant of the Permission; and
 - (ii) the Commencement of Development
- save for the provisions of this clause and clauses 20-31, 42,43, 45 and 46 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.
- 16 The Owner covenants with the Borough Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.
- 17 The Owner covenants with the County Council as set out in the Second Schedule so as to bind the Property and each and every part thereof.

- 18 The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.
- 19 The County Council covenants with the Owner as set out in Part 2 of the Third Schedule.

AGREEMENTS AND DECLARATIONS

- 20 This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.
- 21 This Deed shall be a local land charge and shall be registered as such.
- 22 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.
- 23 The Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof.
24. The Owner covenants to pay to the County Council's £412.00 (four hundred and twelve pounds) on completion of this Deed towards the costs incurred in monitoring the obligations contained in this Deed
- 25 The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such information as the Borough Council and/or County Council within its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.
- 26 The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 27 Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 28 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.

- 29 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 30 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 31 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
- 32 The Obligations contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.
- 33 If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due until the date of payment.
- 34 The Financial Contributions shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula $A = B \times C/D$ where:
- 34.1 A is the sum payable under this Deed;
- 34.2 B is the original sum calculated as the sum payable;
- 34.3 C is the BCIS Index for the month 2 months before the date on which the sum is payable;
- 34.4 D is the BCIS Index for the month 2 months before the date of this Deed; and
- 34.5 C/D is greater than 1
- 35 The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and upon and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.

- 36 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived.
- 37 The Owner covenants and warrants to the Councils that they have full power to enter into this Deed and that there is no other person having a registered charge over or any registered binding interest in the Property, whose consent is necessary to make this Deed binding on the Property and all estates and interests therein.
- 38 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such validity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 39 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms of conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 40 The Owner covenants with the Councils to give each of them written notice of any change in ownership of any of its interests in the Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan and a copy of the registered title and plan thereto.
- 41 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 42 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
- (a) Commencement of Development;
 - (b) Occupation of the first (1st) Dwelling;
 - (c) first Occupation of the final Dwelling
- 43 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 44 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.
- 45 The Property shall be bound by the obligations contained in this Deed and any security of a mortgage or charge over the Property shall take effect subject to this Deed PROVIDED THAT a mortgagee or chargee, including any persons that may hold a mortgage or charge over the Property from time to time, shall otherwise have no liability under this Deed unless and until it takes possession of the Property in

which case it too will be bound by the obligations affecting the part or parts of the Property as if it were a person deriving title from the Owner.

- 46 The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any person deriving title from any such person.
- 47 The Councils covenant with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Councils will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first hereinbefore written

FIRST SCHEDULE

The Plan

SECOND SCHEDULE

The Planning Obligations

PART 1

THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

1. AMENITY SPACE and ADDITIONAL PATHWAY

- 1.1 The Owner covenants to lay out and complete the Amenity Space prior to Occupation of the first Dwelling in accordance with details to be approved in writing by the Borough Council.
- 1.2 The Owner covenants not to Occupy or permit Occupation of the 1st Dwelling until the Amenity Space has been completed to the Borough Council's satisfaction.
- 1.3 The Owner covenants not to open or enable access to or use of the Amenity Space by the public until such time as the Additional Pathway within the whole of the Adjacent Development is made up in its entirety, brought into use or such other timescale to be agreed in writing by the Borough Council and until such time the Owner further covenants to provide such signage and other means to deter the public from entering or accessing the Amenity Space.
- 1.4 The Owner covenants without demand for payment or restriction or obligation upon any person, to open and enable access and use of the Amenity Space by the public following completion of the Additional Pathway within the Adjacent Development, or the agreed timescale in relation to the Adjacent Development as referred to in 1.3 above.
- 1.5 The Owner covenants to maintain to an adoptable standard at its own expense the Amenity Space for a period of 10 years or until such time (whichever is the later) the Amenity Space is acquired by the Borough Council, and immediately following notification of completion of the transfer to the Borough Council, the Owner covenants to pay to the Borough Council the Maintenance Charge.

2 AFFORDABLE HOUSING AND VIABILITY

The Owner covenants as follows:

- 2.1 Within 10 Working Days of the Completion Date to notify the Borough Council in writing of Completion of all the Market Dwellings together with evidence demonstrating the same.
- 2.2 Within 3 months of the Completion Date the Owner shall at its own cost prepare an Updated Viability Assessment and submit the same to the Borough Council for its consideration.
- 2.3 The Borough Council will be entitled to appoint an External Consultant to review and advise on the Updated Viability Assessment and the Owner will pay the reasonable and proper costs incurred by the External Consultant within 21 days of receiving a written

invoice setting out the details of the works undertaken and costs involved.

2.4 Within 56 Working Days of receiving the Updated Viability Assessment or any additional information pursuant to paragraph 2.4 above the External Consultant or the Borough Council as the case may be shall complete its review of the Updated Viability Assessment and shall inform the Owner as to whether or not it considers that the Benchmark Land Value has been exceeded by more than 20%.

2.5 If the outcome of the Updated Viability Assessment is that the Benchmark Land Value has been exceeded by 20% or more then the Owner shall pay 50% of the amount by which the Benchmark Land Value has exceeded to the Borough Council which shall be paid towards the Affordable Housing Contribution and the POS Contribution, provided that such amount payable shall not exceed the total of the Affordable Housing Contribution and the POS Contribution and further provided such payment to be made no later than six (6) months from the date that the Borough Council has agreed that the Benchmark Land Value has been exceeded by more than 20% pursuant to paragraph 2.4 of this Deed

3 RECREATIONAL AVOIDANCE MITIGATION STRATEGY CONTRIBUTION

3.1 The Owner covenants to pay the Borough Council the Recreational Avoidance Mitigation Strategy Contribution prior to the Commencement of Development.

3.2 The Owner covenants not to Commence the Development until the Recreational Avoidance Mitigation Strategy has been paid to the Borough Council.

PART 2

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1. EARLY YEARS CONTRIBUTION

1.1 The Owner covenants to pay to the County Council the Early Years Contribution prior to the first Occupation of the first (1st) Dwelling

1.2 The Owner covenants not to Occupy or permit Occupation of any Dwellings until the Early Years Contribution has been paid to the County Council.

2. PRIMARY EDUCATION CONTRIBUTION

2.1 The Owner covenants to pay to the County Council the Early Years Contribution prior to the first Occupation of the first (1st) Dwelling

2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Primary Education Contribution has been paid to the County Council.

3. HIGHWAYS CONTRIBUTION

- 3.1** The Owner covenants to pay to the County Council the Highways Contribution prior to the first Occupation of the first (1st) Dwelling
- 3.2** The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Highways Contribution has been paid to the County Council.

4. LIBRARY CONTRIBUTION

- 4.1** The Owner covenants to pay to the County Council the Library Contribution prior to the first Occupation of the first (1st) Dwelling
- 4.2** The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Library Contribution has been paid to the County Council.

THIRD SCHEDULE

The Council Covenants

PART 1

THE BOROUGH COUNCIL COVENANTS

1. To hold the Affordable Housing Contribution in an interest bearing account and apply it and any interest accrued only towards either the provision of Affordable Housing within the borough of Ipswich.
2. In the event that the Affordable Housing Contribution or any part of it has not been committed (by way of a contract or by the expenditure of the monies) to the provision of the facilities referred to in paragraph 1 above within 5 years of payment then the Borough Council will repay to the Owner so much of the contribution as shall remain uncommitted together with any accrued interest thereon
3. To hold the POS Contribution in an interest bearing account and apply it and any interest accrued only towards the provision and maintenance of play areas, youth areas, amenity land, sports land, natural land, parks and gardens within the Borough in the vicinity of the application site.
4. In the event that the POS Contribution or any part of it has not been committed (by way of a contract or by the expenditure of the monies) to the provision of the facilities referred to in paragraph 3 above within 5 years of payment then the Borough Council will repay to the Owner so much of the contribution as shall remain uncommitted together with any accrued interest thereon.

PART 2

THE COUNTY COUNCIL COVENANTS

Early Years Contribution

1. The County Council to use the Early Years Contribution for the provision of additional places and for new, improved or enhanced provision serving the Development.
2. The County Council shall if requested to do so in writing after the expiry of ten (10) years from first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Early Years Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Early Years Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Primary Education Contribution

3. The County Council to use the Primary School Contribution for the provision of increased places and/or for new, improve or enhancements provisions serving the Development.
4. The County Council shall if requested to do so in writing after the expiry of ten (10) years from first (1st) Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Primary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Primary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Highways Contribution

5. The County Council to use the Highways Contribution to progress a scheme of Traffic Regulation Order(s) considering loading and unloading restrictions and waiting restrictions serving the Development.
6. The County Council shall if requested to do so in writing after the expiry of ten (10) years from first (1st) Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Highways Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Highways Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Library Contribution

7. The County Council to use the Library Contribution for the provision of improving library facilities serving the Development including additional items of lending stock and equipment.
8. The County Council shall if requested to do so in writing after the expiry of ten (10) years from first (1st) Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Library Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Library Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Annex

Draft planning permission

DRAFT

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015**



To: KLH Architects Ltd
The Old Steelyard
Poplar Lane
Sproughton
IPSWICH
IP8 3HL

Agent for:
Maybush Developments Ltd

Application Reference: IP/19/00369/FUL

GRANT OF FULL PLANNING PERMISSION

Ipswich Borough Council, as local planning authority, hereby **GRANT** Full Planning Permission for:

Demolition of single-storey extension to former Defiance PH. Re-ordering of premises to provide two flats. Erection of buildings on land behind Defiance PH containing 29 flats.

at: Former Defiance Public House 22 Stoke Street Ipswich Suffolk IP2 8BX

in accordance with your application reference: IP/19/00369/FUL received 12.04.2019.

By virtue of Section 91 of the Town and Country Planning Act, 1990 this permission is granted subject to the condition that the development to which it relates must be begun not later than the expiration of three years beginning with the date of this notice.

This permission is also subject to the following condition(s): -

1. The hereby-approved development shall be carried out in accordance with the following approved drawings:- Drawing no's 3637 - 0110 Rev P04, - 0111 Rev P04, - 0310 Rev P02, - 0311 Rev P01, - 0320 Rev P02, - 0400 Rev P02, - 0401 Rev P02, - 0402 Rev P03, - 0403 Rev P02, - 0404 Rev P02.
2. Before work on external elevations of the hereby-approved development commence, details of external facing materials shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
3. Before any foundations associated with the hereby-approved development are constructed details of site levels shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.
4. Before the commencement of groundworks associated with the hereby-approved development the following details shall be submitted to and approved in writing by the Local Planning Authority. The approved works shall be provided before first occupation, made available for use in connection with the development and retained thereafter:-

- i. electric vehicle charging, including number and location
 - ii. vehicle parking including visitor parking and parking of service vehicles
 - iii. refuse and recycling storage facilities and collection strategy
 - iv. refuse/recycling presentation area
 - v. foul and surface water drainage strategy
5. None of the hereby-approved dwellings shall be first occupied until the following details have been submitted to and approved in writing by the Local Planning Authority. The approved works/measures shall be provided on first occupation and retained thereafter:-
 - i. biodiversity measures
 - ii. external lighting
 - iii. cycle parking
 - iv. boundary treatments
 - v. flood evacuation plan
 6. None of the hereby-approved dwellings shall be first occupied until the existing footway fronting the site has been widened to 2 metres in accordance with details that shall have previously been submitted to and approved in writing by the Local Planning Authority.
 7. None of the hereby-approved dwellings shall be first occupied until the existing vehicular access has been improved, laid out and completed in all respects in accordance with Drawing No. 0111 Rev P04 and made available for use. Thereafter the access shall be retained in the specified form.
 8. The gradient of the vehicular access shall not be steeper than 1 in 20 for the first 5 metres measured from the nearside edge of the adjacent metalled carriageway. Thereafter, the access driveway shall be constructed at a gradient not steeper than 1 in 8.
 9. Before the access is first used 'proposed' visibility splays shall be provided as shown on Drawing No. 619723-MLM-ZZ-XX-DR-TP-0004 Revision P01 (provided within the Transport Statement) and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.
 10. Before commencement of the hereby-approved development a Construction Management Plan, to include a Construction Surface Water Management Plan, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter construction of the development shall not be carried out other than in accordance with the approved Construction Management Plan.
 11. No development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority) shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:
 1. A preliminary risk assessment which has identified:
 - o All previous uses
 - o Potential contaminants associated with those uses
 - o A conceptual model of the site indicating sources, pathways and receptors
 - o Potentially unacceptable risks arising from contamination at the site.
 2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
 3. The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
 4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

12. No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.
13. No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.
14. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the Local Planning Authority. The remediation strategy shall be implemented as approved.
15. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.
16. The hereby-approved development shall only be carried out in accordance with the submitted Biodiversity Assessment, Energy Statement and Water Statement submitted with the application unless otherwise approved in writing with the Local Planning Authority.
17. Before commencement of internal layout works within Blocks 1 and 2, details of refuge areas and flood resistance and resilience measures shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.
18. The finished floor level on the ground floor within Blocks 1 and 2 hereby-approved shall be no lower than 4.5 metres AOD.
19. No groundworks shall until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority. The scheme of investigation shall include an assessment of significance and research questions; and:
 - a. The programme and methodology of site investigation and recording.
 - b. The programme for post investigation assessment.
 - c. Provision to be made for analysis of the site investigation and recording.
 - d. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
 - e. Provision to be made for archive deposition of the analysis and records of the site investigation

- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.
20. No dwelling within Blocks 1 and 2 shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 19 and the provision made for analysis, publication and dissemination of results and archive deposition.
21. No dwelling shall be first occupied until details of hard and soft landscaping, including within the approved communal and parking areas as well as the respective management of these areas, shall be submitted to and approved in writing by the Local Planning Authority. The approved hard landscaping shall be provided before first occupation of any dwelling within Blocks 1 or 2 and soft landscaping shall be carried out in accordance with the implementation and monitoring programme agreed with the Local Planning Authority and in accordance with the relevant recommendations of the appropriate British Standards. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the substantial completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. Thereafter the parking and communal areas shall be managed in accordance with the agreed details.

The reasons for the above condition(s) are as follows: -

1. To identify the approved drawings for the avoidance of doubt.
2. To ensure a high standard of development.
3. To protect the amenity of neighbouring residents.
4. To enable adequate servicing to take place, to support sustainable transport and to enable vehicles to enter and exit the public highway in forward gear, in the interests of highway safety and to safeguard against flood risk.
5. To promote biodiversity, ensure a high standard of development, promote sustainable modes of travel, protect amenity and to safeguard against flood risk.
6. To secure appropriate improvements to the existing highway in the interests of highway safety.
7. To ensure that the access is designed and constructed to an appropriate specification and is brought into use before occupation of the development in the interests of highway safety.
8. To ensure that vehicles can enter and leave the public highway in a safe manner.
9. To ensure vehicles exiting the drive would have sufficient visibility to enter the public highway safely and vehicles on the public highway would have sufficient warning of a vehicle emerging in order to take avoiding action.
10. To protect against flood risk, in the interests of highway safety and to protect amenity.
11. to 14. To protect and prevent the pollution of the water environment (particularly groundwater associated with the underlying Secondary and Principal Aquifers, from potential pollutants associated with current and previous land uses) in line with National

Planning Policy Framework (NPPF; paragraphs 170 and 178), EU Water Framework Directive, Anglian River Basin Management Plan and Environment Agency Groundwater Protection Position Statements (2017) A4 - A6, J1 - J7 and N7.

15. Piling or any other foundation designs using penetrative methods can result in risks to potable supplies from, for example, pollution / turbidity, risk of mobilising contamination, drilling through different aquifers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater.
16. In the interests of biodiversity and to ensure a sustainable form of development.
17. and 18. To safeguard against the risk of flooding.
19. and 20. To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development.
21. To ensure a high standard of development.

INFORMATIVES

1. You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control section at Ipswich Borough Council on email: building.control@ipswich.gov.uk or on telephone number: 01473 432951.
2. Many species of plant and animal in England, and their habitats, are protected by law. You are breaking the law if you capture, kill, disturb or injure a European protected species (on purpose or by not taking enough care); damage or destroy a breeding or resting place (even accidentally); obstruct access to their resting or sheltering places (on purpose or by not taking enough care); possess, sell, control or transport live or dead individuals, or parts of them. For further information and guidance you are advised to speak to Natural England at www.gov.uk or by telephone on 0300 060 6000.
3. There is a planning fee payable for applications in writing to discharge planning permission conditions. Forms for applications to discharge conditions are available from the Council's website.
4. The Council recommends the installation of an appropriate sprinkler system within the development.
5. The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team.
6. In accordance with The Environmental Permitting (England and Wales) (Amendment) (No.2) Regulations 2016, Schedule 25, Part 1, these works may require a Flood Risk Activity Permit if the applicant wants to do work in, under, over or within 8 metres (m) from a fluvial main river and from any flood defence structure or culvert or 16m from a tidal main river and from any flood defence structure or culvert. The River Gipping, is designated a 'main river'.
7. It is an OFFENCE to carry out any works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The

applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing.

8. This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act 1990.

Summary of Development Plan policies and proposals relevant to this decision: -

1. Ipswich Core Strategy and Policies DPD (2017) - Policies CS8 (Housing Type and Tenure); CS12 (Affordable Housing); CS17 (Delivering Infrastructure); DM1 (Sustainable Design and Construction); DM2 (Decentralised Renewable or Low Carbon Energy); DM3 (Provision of Private Outdoor Amenity Space in New and Existing Developments); DM4 (Development and Flood Risk); DM5 (Design and Character); DM8 (Heritage Assets and Conservation); DM17 (Transport and Access in New Developments); DM18 (Car & Cycle Parking); DM22 (Town Centre Uses Outside the Central Shopping Area); DM23 (Retail Proposals Outside Defined Centres); DM26 (Protection of Amenity); DM29 (Provision of New Open Spaces, Sport and Recreation Facilities); DM30 (The Density of Residential Development); DM31 (The Natural Environment); DM33 (Green Corridors).
2. Other Guidance
Space and Design Guidelines SPD (2015)
DCLG - Technical housing standards - nationally described space standard (2015)
Suffolk Guidance for Parking (2019)
Stoke Conservation Area Appraisal

Dated:

Signed:

Martyn Fulcher BSc (Hons) PGDip MRTPI
Head of Development
Grafton House
15 -17 Russell Road
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

NOTES

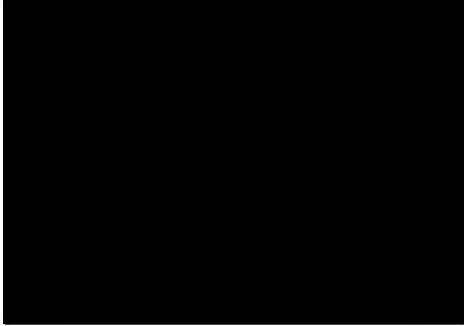
1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this notice.
3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires

earlier.

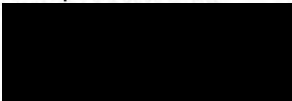
4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at www.planningportal.gov.uk/pcs
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2019.

THE COMMON SEAL OF IPSWICH)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:)



THE COMMON SEAL OF SUFFOLK)
COUNTY COUNCIL was hereunto affixed)
in the presence of:)

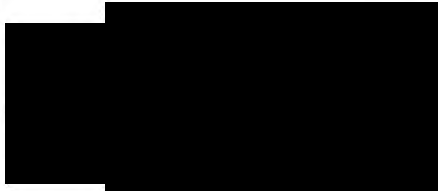


Authorised Signatory



EXECUTED AS A DEED BY)
MAYBUSH DEVELOPMENTS LTD)

acting by a Director

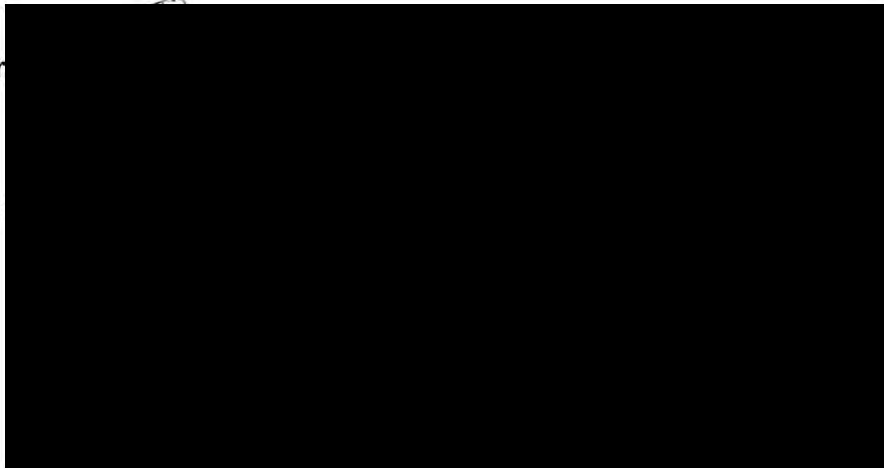


in the presence of:

Witness signature

Witness name

Witness address



AUTHORISED OFFICER

AUTHORISED OFFICER

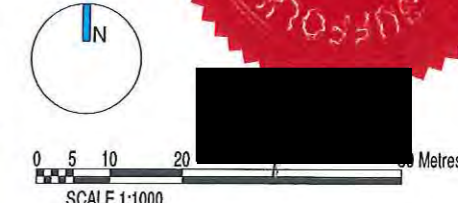
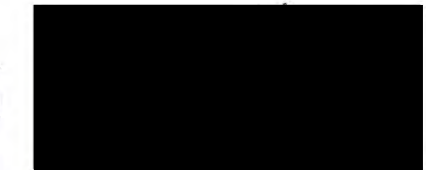
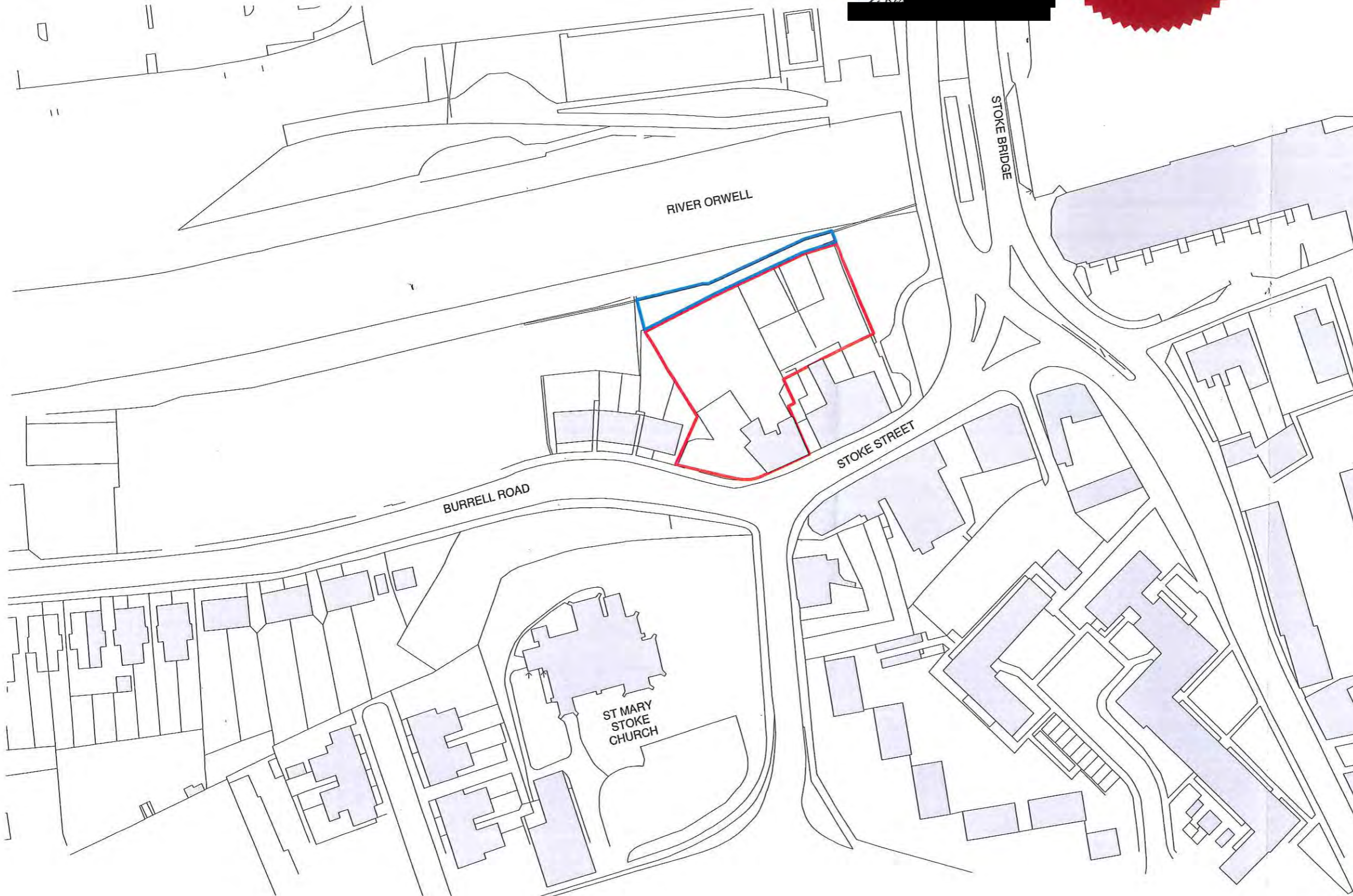
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NO DIMENSIONS TO BE SCALED FROM THIS DRAWING

This document references the following file:-

Reference Name	Status	Revision
MP-KLH-XX-XX-M3-A-0001_3637		P01.1

Revisions	Date	Drawn / Chk'd
P01 PLANNING APPLICATION	11/04/19	BW
P02 AMENITY PROVISION ENHANCED	30/07/19	BW



Client
Maybush Developments

Project
Mixed Use Development, Stoke Street & Burrell Road

Title
Site Location Plan

Project N ^o	Drawing N ^o	Revision
3637 - 0100		P02
Scale - unless otherwise stated		Issued For
1 : 1000	@ A3	PLANNING
BS 1192 Ref.		Status
MP-KLH-ZZ-00-DR-A-0100		S2

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